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Attorneys for Defendant
WESTFIELD, LLC

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

THOMAS VAN ZANDT,

Plaintiff,

vs.

CITY OF SAN JOSE, OFFICERS DANIEL
PFEIFER, MARK NATIVIDAD, ANTHONY
WEIR, and HIGGINS, individually and as the
employees of the CITY OF SAN JOSE, TARGET
STORES, INC., THE WESTFIELD GROUP,
PROFESSIONAL SECURITY CONSULTANTS,
and DOES 1-10, inclusive

Defendants.

) Case No. C0T-0498T JF
)

) **ANSWER OF WESTFIELD, LLC**
) **TO FIRST AMENDED COMPLAINT**
) **FOR VIOLATION OF CIVIL RIGHTS,**
) **FALSE ARREST, BATTERY,**
) **INTENTIONAL INFLICTION OF**
) **EMOTIONAL DISTRESS, AND**
) **NEGLIGENT INFLICTION OF**
) **EMOTIONAL DISTRESS**

) **JURY TRIAL DEMANDED**
)
)

In answer to the First Amended Complaint on the file herein, Defendant WESTFIELD, LLC
responds as follows:

1. States that Paragraphs 1-3 of the First Amended Complaint contain only statements of law
not requiring a response and respectfully refers the Court to the statutes cited therein for their terms.
2. In answer to Paragraphs 4-10 of the First Amended Complaint, this answering Defendant
states that it does not have sufficient information and belief to respond to said allegations and so
denies said allegations.

1 3. In response to Paragraph 11 of the First Amended Complaint, this answering Defendant
2 states that The Westfield Group is an internally managed, vertically integrated, shopping center group
3 with a global portfolio. The Westfield Group is publicly traded on the Australian Stock Exchange
4 under the WDC symbol. The Westfield Group is headquartered in Australia, with a United States
5 Headquarters in Los Angeles, California, and multiple locations throughout California. WESTFIELD,
6 LLC is the managing agent for the ownership entity of Westfield Oakridge shopping center. The
7 Westfield Group is not a legal entity.

8 4. In response to Paragraph 12 of the First Amended Complaint, this answering Defendant
9 admits that WESTFIELD, LLC is the managing agent for the ownership entity of Westfield Oakridge
10 shopping center (Oakridge Mall, LP). Except as stated herein, this answering Defendant denies
11 knowledge or information sufficient to form a belief as to the truth of the remaining allegations and so
12 denies said allegations.

13 5. In response to Paragraph 13 of the First Amended Complaint, this answering Defendant
14 admit states that as of September 25, 2007, the website for the Oakridge Mall features the logo
15 "Westfield Oakridge," and that the website states: "Operating on a global platform, The Westfield
16 Group is an internally managed, vertically integrated shopping centre group."

17 6. In response to Paragraph 14 of the First Amended Complaint, this answering Defendant
18 states that WESTFIELD, LLC is the managing agent for the ownership entity of Westfield Oakridge
19 Shopping Center (Oakridge Mall, LP), where the events complained of herein took place. This
20 answering defendant denies that it is the owner of the Oakridge Mall.

21 7. In response to Paragraph 15 of the First Amended Complaint, this answering Defendant
22 denies each and every allegation contained therein.

23 8. In response to Paragraph 16 of the First Amended Complaint, this answering Defendant
24 states that it does not have sufficient information and belief to respond to said allegations and so
25 denies said allegations.

1 9. In response to Paragraph 17 of the First Amended Complaint, this answering Defendant
2 denies that Defendant PROFESSIONAL SECURITY CONSULTANTS is an employee of
3 WESTFIELD, LLC; admits that Defendant PROFESSIONAL SECURITY CONSULTANTS is an
4 independent contractor for WESTFIELD, LLC, providing services to WESTFIELD, LLC at the time
5 and location of the incident complained of herein; admits that, based upon information and belief, the
6 unknown mall security guard defendants were not employed by WESTFIELD, LLC, but rather were
7 employed by PROFESSIONAL SECURITY CONSULTANTS.

8 10. In response to Paragraph 18 of the First Amended Complaint, this answering Defendant
9 denies that the CITY and/or S.J.P.D. and/or TARGET, INC. and/or PROFESSIONAL SECURITY
10 CONSULTANTS were employees of WESTFIELD, LLC, or acted with the knowledge, permission,
11 ratification, and/or consent of WESTFIELD, LLC. Except as stated herein, defendant denies
12 knowledge or information sufficient to form a belief as to the truth of the remaining allegations and so
13 denies said allegations.

14 11. In response to Paragraphs 19-45 of the First Amended Complaint, this answering Defendant
15 denies knowledge or information sufficient to form a belief as to the truth of the allegations and so
16 denies said allegations.

17 12. In response to Paragraph 46 of the First Amended Complaint, this answering Defendant
18 restates and reincorporates by reference its responses to Paragraphs 1-44 of the First Amended
19 Complaint.

20 13. In response to Paragraphs 47-49 of the First Amended Complaint, this answering Defendant
21 denies knowledge or information sufficient to form a belief as to the truth of the allegations and so
22 denies said allegations.

23 14. In response to Paragraph 50 of the First Amended Complaint, this answering Defendant
24 restates and reincorporates by reference its responses to Paragraphs 1-44 of the First Amended
25 Complaint.

1 15. In response to Paragraphs 51-53 of the First Amended Complaint, this answering Defendant
2 denies knowledge or information sufficient to form a belief as to the truth of the allegations and so
3 denies said allegations.

4 16. In response to Paragraph 54 of the First Amended Complaint, this answering Defendant
5 restates and reincorporates by reference its responses to Paragraphs 1-44 of the First Amended
6 Complaint.

7 17. In response to Paragraphs 55-57 of the First Amended Complaint, this answering Defendant
8 denies knowledge or information sufficient to form a belief as to the truth of the allegations and so
9 denies said allegations.

10 18. In response to Paragraph 58 of the First Amended Complaint, this answering Defendant
11 restates and reincorporates by reference its responses to Paragraphs 1-44 of the First Amended
12 Complaint.

13 19. In response to Paragraphs 59-64 of the First Amended Complaint, this answering Defendant
14 denies knowledge or information sufficient to form a belief as to the truth of the allegations and so
15 denies said allegations.

16 20. In response to Paragraph 65 of the First Amended Complaint, this answering Defendant
17 restates and reincorporates by reference its responses to Paragraphs 1-44 of the First Amended
18 Complaint.

19 21. In response to Paragraphs 66-68 of the First Amended Complaint, this answering Defendant
20 denies knowledge or information sufficient to form a belief as to the truth of the allegations and so
21 denies said allegations.

22 22. In response to Paragraph 69 of the First Amended Complaint, this answering Defendant
23 restates and reincorporates by reference its responses to Paragraphs 1-44 of the First Amended
24 Complaint.
25

1 23. In response to Paragraphs 70-72 of the First Amended Complaint, this answering Defendant
2 denies knowledge or information sufficient to form a belief as to the truth of the allegations and so
3 denies said allegations.

4 24. In response to Paragraph 73 of the First Amended Complaint, this answering Defendant
5 restates and reincorporates by reference its responses to Paragraphs 1-44 of the First Amended
6 Complaint.

7 25. In response to Paragraphs 74-77 of the First Amended Complaint, this answering Defendant
8 denies knowledge or information sufficient to form a belief as to the truth of the allegations and so
9 denies said allegations.

10 26. In response to Paragraph 78 of the First Amended Complaint, this answering Defendant
11 restates and reincorporates by reference its responses to Paragraphs 1-44 of the First Amended
12 Complaint.

13 27. In response to Paragraphs 79-81 of the First Amended Complaint, this answering Defendant
14 denies knowledge or information sufficient to form a belief as to the truth of the allegations and so
15 denies said allegations.

16 28. In response to Paragraph 82 of the First Amended Complaint, this answering Defendant
17 restates and reincorporates by reference its responses to Paragraphs 1-44 of the First Amended
18 Complaint.

19 29. In response to Paragraph 83 of the First Amended Complaint, this answering Defendant
20 denies knowledge or information sufficient to form a belief as to the truth of the allegations and so
21 denies said allegations.

22 **AFFIRMATIVE DEFENSES**

23 AS AND FOR A FIRST AFFIRMATIVE DEFENSE, answering Defendant alleges that the
24 First Amended Complaint fails to state a claim upon which relief can be granted.
25

1 AS AND FOR A SECOND AFFIRMATIVE DEFENSE, answering Defendant alleges that any
2 harm Plaintiff suffered was the result of negligent or otherwise wrongful conduct of persons other than
3 this Defendant and that the conduct of persons other than this Defendant was the sole and proximate
4 cause of the injuries and damages alleged by Plaintiff.

5 AS AND FOR A THIRD AFFIRMATIVE DEFENSE, answering Defendant alleges that
6 Plaintiff's First Amended Complaint is barred by the applicable statutes of limitation.

7 AS AND FOR A FOURTH AFFIRMATIVE DEFENSE, answering Defendant alleges that
8 Plaintiff's own negligent and improper conduct was the sole and proximate cause of whatever injuries
9 and damages Plaintiff alleges, if any injuries and damages there are.

10 AS AND FOR A FIFTH AFFIRMATIVE DEFENSE, answering Defendant alleges that its
11 actions towards Plaintiff were lawful and justified under the facts of the case.

12 AS AND FOR A SEVENTH AFFIRMATIVE DEFENSE, answering Defendant alleges that
13 any damages or injuries suffered by Plaintiff were occasioned by its wrongful actions.

14 WHEREFORE, answering Defendant prays:


- 15 1. That Plaintiff take nothing by his First Amended Complaint;
16 2. That Plaintiff's First Amended Complaint be dismissed with prejudice;
17 3. That Defendant be awarded its costs of suit, including attorney's fees incurred herein; and
18 4. For such other and further relief as the Court deems proper.

19 **JURY TRIAL DEMAND**

20 This answering Defendant hereby demands a jury trial.

21 Dated: February 1, 2008

NELSON, PERLOV & LEE

22
23 By 
24 **KIM JAMES**
25 *Attorneys for Defendant*
WESTFIELD, LLC